

Professional Services Contract

THIS CONTRACT, entered this 1st day of January 2022, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Irine Ommen, after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as **Clark County District Court Interpreters' Payment Policy**.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Services.** The Contractor shall perform services as set forth in the Clark County District Court Interpreters' Payment Policy.
2. **Term.** The contract shall be effective for **two years** from the date of this fully executed contract.
3. **Compensation.** County shall pay the Contractor for performing said services upon receipt of a signed voucher according to the schedule set forth in the Clark County District Court Interpreters' Payment Policy, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billed exceed **\$45,000** per calendar year without prior approval of the County.
4. **Termination.** The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor if the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
5. **Independent Contractor.** The Contractor shall always be an independent Contractor and not an employee of the Clark County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. **Indemnification / Hold Harmless.** The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.48.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. **Wage and hour compliance.** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. **Social Security and Other Taxes.** The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. **Contract Documents.** Contract documents consist of this Contract, and **Clark County District Court Interpreters' Payment Policy** (pp. 5-12). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. **Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

11. **Changes.** County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. **Public records act.** Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/District Court.

13. **Governing Law.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. **Confidentiality.** With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. **Conflict of Interest.** The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this Contract.

16. **Consent and Understanding.** This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. **Severability.** If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CLARK COUNTY



Kathleen Otto, County Manager

03/02/22

Date

CONTRACTOR



By

Irine Ommen

Printed Name

03/02/22

Title

03/02/22

Date

Approved as To Form

Only: CURTIS BURNS

Prosecuting Attorney

By. Curtis Burns
Deputy Civil Prosecutor

Vendor/Contractor:

To comply with RCW 41.32.765, are any of the employees who will be providing services under this contract, retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes

☒ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Clark County District Court Interpreters' Payment Policy

Overview:

The Clark County District Court Interpreter Services Coordinator manages interpreter assignments for Clark County District Court, Clark County Juvenile Court, Clark County Prosecuting Attorney, Clark County Superior Court, Clark County Indigent Defense office, Battle Ground Municipal Court (for defendants in custody at Clark County jail only), Camas-Washougal Municipal Court, where statute requires and where the court needs the services of an interpreter to conduct business of the court.

The intent of this payment policy is to establish consistent and comprehensive payment practices for freelance foreign language court interpreters, American Sign Language (ASL) and Certified Deaf Interpreters (CDI), while allowing for local flexibility when the needs arise. Freelance interpreters are independent contractors, not employees of the court, and this policy is not intended to change their status as independent contractors.

Payments for interpretation services are subject to the following guidelines. These guidelines can be exceeded only in extraordinary circumstances and only with written authorization of the court.

A. Assignment

- (1) The Court will provide interpreters for the deaf and hard of hearing in civil and criminal cases per Revised Code of Washington (RCW) Chapter 2.42, and Title IV of the Americans with Disabilities Act (section 255), at no cost to the party. Special consideration may be given for any ASL assignments.
- (2) The Court will provide interpreters in all legal proceedings in which the non-English speaker or person of limited English proficiency (LEP) is a party, or is subpoenaed or summoned by the court or is otherwise compelled by the court to appear, including criminal proceedings, grand jury proceedings, coroner's inquests, mental health commitment proceedings, and other legal proceedings initiated by agencies of government, per RCW Chapter 2.43, language assistance plan (LAP) at no cost to the party.
- (3) Privately retained, non-court-appointed attorneys are responsible for interpreter compensation for any out-of-court meetings with clients.
- (4) In accordance with current industry standards of practice for spoken and sign languages, whenever feasible, two interpreters working as a team will be secured for each person needing an interpreter at any event lasting over one hour. When two interpreters cannot be secured, more breaks are required. A single interpreter may work alone only when good

cause has been established and the interpreter is given a ten-minute break after twenty minutes of interpretation (Judiciary Interpreters General Rule - GR 11.4).

- (5) **Reassignments** will be made through Interpreter Services Coordinator if practical, and if including travel time will not extend the original assignment. Reassignments may be declined based upon inability to communicate with client, conflict of interest with any of the parties, other provisions of the interpreter Code of Professional Responsibility for Judiciary Interpreters General Rule - GR 11.2 (see WA Administrative Office of the Courts webpage: https://www.courts.wa.gov/programs_orgs/pos_interpret/index.cfm?fa=pos_interpret.display&fileName=generalRule11), or other legitimate reasons by the court. No work assignment may be exchanged or traded with another interpreter.
- (6) **On-call status:** When an interpreter is in a compensated status but not actively interpreting due to the assigned case being resolved before the end of the assigned time block, or due to cancellation of the appointment, then this interpreter is placed in an on-call status so that the Court may assign other work until the scheduled time block is completed. Upon receiving a call from the Court, an interpreter must be available within fifteen minutes. If the interpreter finds other work or is otherwise unable unavailable, the interpreter must notify the Interpreter Services Coordinator at the earliest opportunity. Interpreters will not be compensated for the time unless the interpreter is on-call.
- (7) **Onsite preparation time** will be included in the scheduled length of the assignment.
- (8) **Jury Trials:** Interpreters are required to take at least a 30-minute meal break during full day appointments. The court will pay eight (8) hours for jury trials - full day appointments, based on normal court hours of operation, but no additional amount will be paid unless the interpreter works more than eight hours excluding their meal break. Meal breaks will coincide with scheduled court breaks. Clark County District Court may pay for a meal break at its discretion if the interpreter is providing services during that time, or if due to reassignment, travel is required during that time.

B. Interpreter's Responsibilities

- (1) **Training and Skills:** When accepting an assignment from the court, a freelance interpreter warrants having the proper training and skills to perform interpreting services in a professional and competent manner.
- (2) **Multiple Cases:** The interpreter is expected to handle multiple cases for which interpreter is qualified, in various court locations during the assigned time until officially released by the court designated official.
- (3) **Check-In, Check-Out:** Upon arrival for a court proceeding, the interpreter shall check in and check out with the court designated official. Check-in and check-out via email is

required for virtual hearings.

- (4) **Abide by Rules:** In accepting assignments, interpreters agree to abide by all applicable rules of decorum, to dress in appropriate professional attire, to report on time, and to abide by the guidelines posted on Clark County District Court webpage: <https://clark.wa.gov/courts/interpreter-service-providers> and Washington State Administrative Office of the Courts webpage: https://www.courts.wa.gov/programs_orgs/pos_interpret/index.cfm?fa=pos_interpret.display&fileName=generalRule11

C. Fees and Expenses

- (1) The court will pay **\$48** per hour for interpreters with no credentials in a certified language, **\$59** per hour for interpreters in a non-certified language or with out-of-state credentials, and **\$65** per hour for a Washington State Court certified or registered interpreter. Washington State certifies and registers interpreters in selected foreign languages (a full list is posted on the website: http://www.courts.wa.gov/programs_orgs/pos_interpret).
- (2) The court will pay **\$75** per hour for an American Sign Language Washington State Court certified or registered interpreter. Certified Deaf Interpreters (CDIs) and Captioner rates shall be paid by individual agreement.
- (3) The court has a local discretion to meet unique needs in compensating above the established rate to obtain services in unique or unusual circumstances. For example, securing the services of an interpreter out of state, or contracting a certified interpreter for the trial court that has limited or no certified interpreters living within jurisdiction.
- (4) The court will pay a **minimum of two hours** for services rendered in person or internet (video remote interpreting) per scheduled time block. Compensation for interpreter services provided after the two hours has been reached will be based on actual time worked, rounded up to the nearest fifteen-minute increment. The start time for which interpreters are compensated is assigned by the Interpreter Services Coordinator or designee and includes waiting time. The start time for remote appointments will be the later of the scheduled start time or the time the interpreter logs into the remote hearing as "INTERP-Language-Name". Failure to identify as an interpreter may result in no compensation for additional waiting time.
- (5) For interpretation work provided **by telephone**, the court will pay a **one-hour minimum** for interpreter services. Compensation for interpreter services provided after the minimum has been reached will be based on actual time worked, rounded up to the nearest fifteen-minute increment.
- (6) **Sign Language interpreters** for deaf and hard of hearing jurors will be scheduled and

compensated for a minimum of eight (8) hours per day. Time spent interpreting beyond this minimum will be based on the actual time worked. If deaf and hard of hearing jurors are excused prior to the day for which the interpreter is scheduled, then they are placed in an on-call status, so that the court may assign them to another event until the scheduled time is completed. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court, the interpreter must notify the Interpreter Services Coordinator or designee and will not be compensated for the time the interpreter is not on-call.

- (7) Compensation may vary from that set out in this payment policy due to special circumstances if approved in advance by the court administration. An explanation of the special circumstances and the compensation variance must be included with the voucher submitted for payment by the interpreter.
- (8) **Reductions of Interpreter Billings:** The interpreter's billings will be reduced accordingly in fifteen-minute increments if the following occurs:
 - a) The interpreter is late for an assignment. "Late" means that an interpreter has arrived after the appropriate or expected time, especially when the late arrival time interferes with the interpreter's effectiveness or usefulness at the start of an assignment. If such lateness results in having that assignment rescheduled to another date and the interpreter delivers no interpreting services, the interpreter will not be compensated.
 - b) The interpreter fails to identify as an interpreter on remote platforms causing additional waiting time beyond the scheduled time block.
 - c) The interpreter leaves an assignment prior to ending time without *official* release by the Interpreter Services Coordinator or designee.
 - d) The interpreter does not make him or herself available during scheduled time in person or via mobile phone or other contact agreement.
 - e) The interpreter bills or provides services to another client during some or all the assigned time without having been *officially* released by the Interpreter Services Coordinator or designee.
 - f) Interpreter begins return travel during an assigned time before being officially released.
- (9) The court will not pay for interpreter services which have not been scheduled by or preapproved by the Interpreter Services Coordinator or designee.
- (10) **"Courtesy Interpreting"**

Clark County District Court permits incidental interpreting for attorney-client communication or brief interpreting for others during scheduled time blocks. Incidental courtesy interpreting should be limited to 10 minutes or less.

- (11) **Mileage:** The interpreter's mileage will be reimbursed as follows:
- a) Interpreter's mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate (<https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.90a.pdf>). Please check OFM for current rate.
 - b) Mileage from place of business to address of an assignment will be reimbursed on a one-way basis.
 - c) The Interpreter Services Coordinator will negotiate reimbursement for mileage traveled from address of an assignment to other assignment destinations on a case-by-case basis.
 - d) Interpreter mileage related to an assignment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the limited English proficient or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.
 - e) If interpreters fail to appear, they will not be paid for mileage.
 - f) Mileage related to assignments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.
 - g) If the interpreter is traveling to an assignment from a previous assignment, and if the distance is further than their usual address of origin, the interpreter must get an authorization from the Interpreter Services Coordinator before billing for the additional unexpected travel expense.
- (12) **Lodging:** The Interpreter Services Coordinator will negotiate reimbursement of an interpreter's lodging on a case-by-case basis.
- (13) **Travel Time:** Payment for travel time may be authorized by the court in exceptional circumstances when interpreter travels **over 16 miles one-way**, or when traveling time is over half hour (30 minutes). Interpreter may choose to get reimbursed travel time or get mileage reimbursement, but not both. Travel time pay is calculated by this method: total miles divided by 50 and then multiplied by half of the interpreter's hourly rate.

D. Substitutions

- (1) Once an interpreter has accepted an assignment, an interpreter may not send another interpreter in the assigned interpreter's stead. If an interpreter wishes to return an assignment, the interpreter must notify the Interpreter Services Coordinator at once.
- (2) The interpreter who provides the services to the court is the interpreter who is to bill the court; the interpreter cannot "bill for another" and pass some or all of the payment on to another interpreter.

- a) Licensed language agencies with multiple interpreters do not fall under these guidelines. It is admissible for such agencies to substitute interpreters, since they are billed under one federal identification number.
- (3) Interpreters assigned to a trial in pairs are both to remain in court until adjournment or until excused by the court. When the court has recessed for the jury to deliberate, only one interpreter shall remain and wait for the jury's verdict. This may be decided between the two interpreters and not by the Interpreter Services Coordinator.

E. Cancellations by the Court

- (1) Cancellations for **Non-trial Events**:
 - a) No compensation will be provided to the interpreter for scheduled time if the court provides at least 48 hours' notice of cancellation to the interpreter. This does not apply to Sign Language interpreters scheduled for jurors; see section C (6). Weekends and holidays are not included in the 48 hours' notice calculation.
 - b) If less than 48 hours' notice of cancellation is given to the interpreter, then they will be paid specific time scheduled.
 - c) When an interpreter is in a compensated but not working status during an assigned time block, then the interpreter shall be **on-call** so the court may assign other work. The interpreter may either accept such compensation and remain available for the duration of the assigned time block, or until excused by the Interpreter Services Coordinator, or waive compensation to pursue other opportunities. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court during this time, the Interpreter Services Coordinator or designee must be notified, and the interpreter will not be compensated for the time they are not available.
- (2) Cancellation Policy for Bench Trials and Jury Trials:
 - a) Interpreters scheduled for **up to two days** for trial work will be paid for actual time reserved if they are not given at least 48 hours' notice of cancellation. Weekends and holidays are not counted as part of the 48 hours' notice.
 - b) Interpreters scheduled for **three or four days** of trial work who have not received at least 48 hours' notice of cancellation will be paid for up to two days, plus a full day if they arrived at court before they were notified of the cancellation. Weekends and holidays are not counted as part of the 48 hours' notice.
 - c) Interpreters scheduled for **five or more days** of trial work who have not received at least 48 hours' notice of cancellation will be paid for up to three days, plus a full day if they arrived at court before they were notified of the cancellation. Weekends and holidays are not counted as part of the 48 hours' notice.
 - d) When an interpreter is in a compensated but not working status due to cancellation of scheduled assigned time block, the interpreter is placed in an on-call status so that the Court may assign other work. The interpreter must either accept such compensation and remain available on-call for the duration of the assigned time

block or waive compensation while unavailable. If interpreters find other work or are otherwise unable to be on an on-call status with the court during this time, they must notify the Interpreter Services Coordinator and will not be compensated for the time they are not on-call.

- e) Exceptions to this policy for trial cancellation may be authorized due to special circumstances with the approval of the Court administration or the relevant department chief.

(3) Cancellation Due to **Inclement Weather** and Unplanned Court/County Closures

- a) No compensation will be made for interpreter assignments while the court/county is closed due to inclement weather or other emergency reasons if the public has been notified of the closure by 6:30 AM for that day.
- b) If the public is notified that the court/county will be closed after 6:30 AM on any day due to inclement weather or other emergency reasons, regular payment policies will apply, except that no payment will be made for scheduled time that falls beyond 3 hours of when the public is notified of the closure. This supersedes the regular cancellation policy.
- c) If the Court/County remains open but an interpreter reasonably believes that travel is unsafe, the interpreter may return the assignment by advising the Interpreter Services Coordinator or designee before the assignment is scheduled to begin. The interpreter may not bill for the assignment.

F. Cancellation by the Interpreter

- (1) **Waiver of Payment:** A Contract Interpreter waives the right to any compensation when the interpreter cancels or modifies an assignment, regardless of the reason for cancellation.
- (2) **Notification:** If interpreters become aware, they are no longer available for the assignment, the interpreter must contact court and notify of their unavailability at their earliest opportunity to allow time for the Court to find a replacement. If no replacement available, an interpreter should complete his or her assignment unless it is an emergency.

G. Payment process

- (1) A Clark County District Court Interpreter Services voucher is the preferred method to request payment. Vouchers submitted for in-person assignments must have an approver's signature. The meeting ID replaces the approver's signature for remote appointments. The voucher may be returned to the interpreter if it is not properly completed.
- (2) Voucher should be submitted within eight (8) business days of the date that services were provided. Vouchers should be emailed to DistrictAccounting@clark.wa.gov
 - a) Voucher will be submitted to the Clark County Auditor Financial Services for payment within 30 days from receipt of properly completed voucher.

- b) The grace period for receiving interpreter voucher is 45 days from the day of the service. Failure to submit a request for payment within 45 days from the date of service may result in non-payment.

H. Rights to Translated Documents

The court shall own all rights, title and interest in all materials translated by the interpreter during any court proceeding.

I. Consequences of Violating Payment Policy

Should Clark County District Court personnel find that an interpreter has violated this payment policy or submitted an intentionally inaccurate billing, Clark County District Court shall correct the billing and may cease to schedule the interpreter.